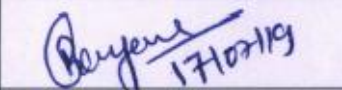

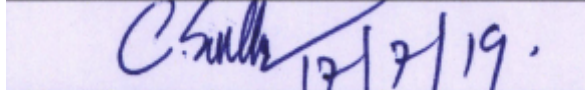
	<p align="center"><b>Bharat Heavy Electricals Limited</b> ( A Government of India Undertaking) <b>BOILER AUXILIARIES PLANT</b> <b>RANIPET – 632 406, INDIA</b></p>	<p>Phone No:04172-284483 E-mail: csenthil@bhel.in dvboyane@bhel.in</p>
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**DIGITAL TRANSFORMATION DEPARTMENT**

<b>NOTICE INVITING TENDER</b>		
Tender Notice No	<b>BAP:DTG:9111, DT: 11/07/2019.</b>	
Name of work	<b>Supply, Installation &amp; termination of IO points, cable dressing, OFC splicing, removal of old cable, chipping of walls etc. activities inside BHEL/Ranipet premises.</b>	
Type of tender	Open tender.	
Period of contract	Two Years	
Earnest Money Deposit (EMD) Amount	<b>Rs.29,960/- ( Rs Twenty Nine Thousands Nine Hundred and Fifty Six )</b>	
Last date & Time for Receipt of the Tender	<b>10.08.2019</b> at 14.00 hrs	
Date of Technical bid Opening	<b>10.08.2019</b> at 14.30 hrs on wards.	
<b><i>(Please obtain updated information from the BHEL website about the latest applicable dates &amp; other changes if any in the tender contents)</i></b>		
Date of Price Bid Opening	Bidders whose technical bids are found acceptable will be intimated separately about the status of their offers and the date of opening of Price Bid.	
Place of submission of Tender	DTG Department (Engg. Building – Ground Floor, BHEL –BAP- Ranipet – 632 406.)	
Address on the Sealed Tender Cover to be:	<b>DGM /DTG DEPARTMENT, ENGG. BUILDING – GROUND FLOOR, BHARAT HEAVY ELECTRICALS LIMITED RANIPET , VELLORE DISTRICT TAMIL NADU– 632 406.</b>	
<b><u>Note:</u></b>		
<ol style="list-style-type: none"> <li>The Tender documents can be down loaded from BHEL website (<a href="http://www.bhel.com/tender/list_tender.php">http://www.bhel.com/tender/list_tender.php</a>) and Govt tender web site: <a href="http://tenders.gov.in/">http://tenders.gov.in/</a> and also in Central Public Procurement Portal (CPP) website: <a href="http://eprocure.gov.in/epublish/app">http://eprocure.gov.in/epublish/app</a></li> <li>The bidders who registered in other units of BHEL for this type of works may also participate with proper supporting documents. After technical evaluation and acceptance, their offer will be considered for price bid opening. Unregistered bidders who are having experience in this type of works, they may also submit their technical bid. After technical evaluation, they may be considered for future tenders.</li> <li>BHEL reserves the right to accept or reject any or all tenders without assigning any reasons whatsoever.</li> <li>All corrigenda, addenda, amendments, clarifications etc. to tender specification will be hosted in the web pages (<a href="http://www.bhel.com">www.bhel.com</a> &gt; Tender notifications &gt; view corrigendum) only and not in the news papers. Bidders shall keep themselves updated with all such developments.</li> <li>BHEL reserves the right to reject any tender on the basis of unsatisfactory performance of the bidder in any on going job or any similar job in the past.</li> </ol>		
<b>Prepared by</b>	<b>Reviewed by</b>	<b>Approved by</b>
		
<b>D.V.BOYANE(Er/DTG)</b>	<b>A.MAHESH (DM/DTG)</b>	<b>C.SENTHIL(DGM/DTG)</b>

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**WORK SPECIFICATION & CONTRACTOR OBLIGATIONS**

**GENERAL**

BHEL is the largest engineering and manufacturing enterprise in India in the energy related/infrastructure sector. BHEL was established more than 50 years ago, ushering in the indigenous Heavy Electrical Equipment industry in India - a dream that has been more than realized with a well-recognized track record of performance.

BHEL's Ranipet Complex is one of the leading boiler auxiliaries manufacturers in the world and India's largest engineering and manufacturing enterprises providing total boiler solutions for utility, industrial, captive power and heat recovery applications.

BHEL Ranipet LAN has evolved over the years. In the process of expansion many locations were added, old locations revamped etc. In accordance to our changing requirements and to provide end user access to our Network, we are in the process of executing this Tender.

**TERMS AND CONDITIONS OF THE CONTRACT**

- The contract will be awarded to one vendor for all items and will not be splitted.
- This being rate contract, the projected figures are based on tentative figure and the actual consumption may be higher or lower.
- The requirements will be intimated on need basis and the vendor is expected to complete in a time frame specified by BHEL.
- The contract period is two years from the Actual date of starting Work .
- The contractor shall nominate a project manager for the entire contract period for the purpose of co-ordination and execution of the works contract.
- Electrical power and water will be available at free of charges from the nearest tapping point of the working area.
- The contractor should make necessary arrangement for tapping the same at no extra cost to BHEL.
- No Boarding & lodging will be provided by BHEL for the technicians.
- Safety precautions as per Norms of BHEL & relevant Laws and Acts to be followed.
- The contractor is expected to submit the installation report comprising the length of cable laid in meters and test results indicating proper functioning of the I/O Points immediately after the commissioning of the I/O points to BHEL.
- Service level agreement: Vendor shall deploy the installation team within three days of intimation from BHEL and complete the work.

**1.0 Materials Specifications**

**I/O Points**

1	Make	Molex / Panduit / Schneider / CommScope/ TE/systimax/D-link
2	Type	Single/Two port FACEPLATE for RJ-45

**UTP Cable**

1	Make	Molex / Panduit / Schneider / CommScope / TE/systimax/D-link
2	Category	CAT 6A or above

**Multimode Pigtailed/Jack panel**

1	Make	Molex / Panduit / Schneider / CommScope / TE/systimax/D-link
2	Category	OM3 pigtailed and above

**Single mode Pigtailed**

1	Make	Molex / Panduit / Schneider / CommScope / TE/systimax/D-link
2	Category	OS1/OS2 pigtailed and above

**12U/15U rack:**

1	Make	RITTAL, Val rack, net rack, APW President
2	Type	Lockable toughened glass door

The Bidder has to offer Top Category of the products manufactured by OEM in India.

**Note:**

- It is the responsibility of the Vendor to move the materials from DTG to the respective work places.
- Fiber optic cable cores testing using OTDR and submit a test report.
- HDPE pipe to be laid, half cut concrete pipes shall be provided and cable marker for entire route is in the scope of bidder.
- Road cutting, digging and any other associated civil works is in the scope of bidder.
- Vendor has to do laying of OFC cable ,trenching,road cutting ,digging(3 feet ) with standard procedure or as per BHEL Engineer instruction .
- If the vendor wants to visit BHEL, Ranipet to see the route of cabling before submitting the bid, BHEL shall make necessary arrangement.

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**QUALIFICATION CRITERIA:**

S NO	DESCRIPTION	BHEL REQUIREMENT	BIDDER'S CONFIRMATION
1	EMD	Rs. <del>Rs.</del> 29,960/- (or) MSME valid certificate(as per MSE Clause listed in point no.34).	DD/Ref. No. _____
2	Eligibility	<p>a) Only those bidders who have successfully completed the works i.e. successful execution of "Supply, laying of UPT cable /OFC, testing and Commissioning of I/O Points / MC of network cabling etc.</p> <p>b) Average annual financial turnover should be at least <b>Rs.4.49 lakhs</b> during the last 3 years ending on <b>31.03.2019</b>.</p> <p>c) Should have completed "1" work of value of minimum <b>Rs.11.98 Lakhs</b> (or) "2" works of value of minimum <b>Rs.7.48 lakhs</b> each (or) "3" works of value of minimum <b>Rs.5.99 lakhs</b> each during the last 7 years ending on <b>31.05.2019</b>. The above values are excluding taxes.</p>	
3	Document "Copies" to be submitted with tender.	a) LOA's of the works completed/ being executed.	
		b) Work Completion certificates for the LOA's referred.	
		c) Income Tax return filed for last 3 years (i.e. for AYs <b>2016-17 , 2017-18 &amp; 2018-19</b> ).	
		d) Certified Balance sheet and P/L account statement by the Auditor , for the last 3 years (i.e. <b>2016-17 , 2017-18 &amp; 2018-19</b> ).	

Possession of PF registration number is not mandatory. However the successful tenderer has to register with PF authorities and furnish the registration number before first Running Account

Note : 1.Those who are unable to comply the above points / unable to provide any of the above documents shall be technically rejected and the price bid of the rejected offers will not be opened.  
2. Vendor shall visit the Plant before submitting the offer to get to know the location for deploying adequate and suitable personnel for the works & also the equipment.  
3. BHEL reserves its right to reject the tender on account of unsatisfactory past performance by the bidder in other projects awarded under different enquiry.  
4.Offers of the Contractors/Suppliers, against whom, any unit of BHEL had initiated process for "Suspension of Business dealings" or already done will summarily be rejected.

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## Details to be filled by the Bidder

1	Name of applicant	
	Full address	
	Nationality	
	email cell phone fax	
2	Whether the firm is individual firm or Sole proprietorship firm or partner ship firm or Hindu undivided Family or association of persons or Private Limited company or Public Limited company or any other please specify.	
3	Whether the contractor has registered his workmen under employees State Insurance Act. If so, the Registration No./ Enrolment Number may be furnished. The copy to be enclosed.	
4	PAN no and documentary proof .	
5	The GST heads under which the enlisting person registered with GST Authorities and <b>copy of GST registration certificate has to be enclosed</b>	
7	Whether the contractor has registered his workmen under Employees Provident Fund and Miscellaneous Provisions Act? The copy to be enclosed.	
8	<b>Applicable GST quoted</b> <b>Note: Please refer clause no.26 (page no. 26) of Important Note to Bidders of this Tender regarding GST.</b>	<b>Central tax@ _____%</b> <b>State tax @ _____%</b> <b>Integrated tax@ _____%</b> <b>Union territory tax@ _____%</b>
9	EMD Payment(Rs.29,960/-) details: DD No. & Date	

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**Earnest Money Deposit:**

- 1) Earnest Money Deposit (EMD) of **Rs.29,960/- (Rupees Twenty Nine Thousand Nine hundred and sixty only)** in the form of Demand Draft (DD) drawn from any nationalized bank, in favor of “BHEL, Ranipet” payable at SBI, Mukundarayapuram Branch (Code 7013) / Pay online (<https://www.onlinesbi.com/prelogin/icollecthome.htm>) and to be enclosed in separate cover with Technical bid. However, they have to furnish the details of Cash Receipt No. & Date on the top of the EMD cover. EMD in any other form will not be accepted. If vendor have their valid MSE Certificate, need not to pay EMD for this work.

BHEL has also made arrangements for payment of EMD thru' Online. The steps to make online payment is detailed as follows:

- i. Visit <https://www.onlinesbi.com/prelogin/icollecthome.htm>
- ii. Click 'Proceed' button
- iii. Select 'Tamil Nadu' in the drop down menu under 'State of Corporate/Institution'
- iv. Select 'PSU-PUBLIC SECTOR UNDERTAKING' in the next drop down menu under "Type of Corporate/Institution"
- v. Click 'Go' button
- vi. Select 'BHEL BAP RANIPET' in the drop down menu under "PSU-PUBLIC SECTOR UNDERTAKING"
- vii. Click 'Submit' Button
- viii. Select 'EMD' in the drop down menu under 'Select Payment Category'
- ix. Now Fill in the required details and ensure correctness of data filled. Ensure that you are entering correct enquiry/tender number and other details correctly.
- x. Make payment for EMD as required in tender after entering the details and enclose copy of receipt along with tender documents.

- 2) The tender document without EMD amount will be rejected. The EMD amount submitted will be retained by BHEL till finalization of the contract. EMD submitted by the successful tenderer will be adjusted against security Deposit, and retained till the valid period of the contract/fulfillment of contractual obligations. EMD given by unsuccessful bidders shall be refunded within 15 days of acceptance of award of work by the successful tenderer. EMD paid on the name of bidders only acceptable.

EMD by the tenderer will be forfeited if (i) after opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates. (ii) The tenderer does not commence the work within 15 days from the date of LOI/Contract.

“BHEL shall have the right to recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the security deposit.”

“No interest shall be payable by BHEL on earnest money or security deposit, if applicable, or any money due to the contractor by BHEL.”

**IMPORTANT NOTE TO BIDDERS**

**Bidders are requested to submit their offers 'in a sealed cover' consisting of three inner sealed covers such as (1) EMD cover containing DD/Online payment receipt (or) MSME copy, (2) Technical Bid cover & (3) Price Bid cover, all super scribing the name of the work, Tender Number, Due date etc.**

- 1) EMD cover shall contain requisite EMD in the form of Demand Draft (DD)/Online payment receipt. Tender without EMD will be summarily rejected. EMD in any other form will not be accepted.
- 2) Technical/Qualification bid cover shall contain duly filled in qualification bid document signed by the bidder in all the pages with documentary evidences for pre-qualification such as Balance sheet, P&L A/c, experience, value of work successfully executed nature of work etc. Any bid without proper documentary evidence for pre-qualification shall not be considered for further evaluation.
- 3) The Qualification/ Technical bid will be opened on 10.08.2019 at 14.00 Hrs.onwards. In case of opening day falls on holiday or happened to be declared as a holiday the receipt and opening of the Tender shall automatically fall at the same timing on the next working day. Date and time of opening of the price bid shall be intimated to those bidders who have qualified in the technical bid. The bidders or their authorized agents can participate in the tender opening for which they shall bring authorization letter for attending tender opening. Late offers & incomplete offers shall become liable for rejection.
- 4) **Bidders are required to submit their price bid in the BHEL format only.**
- 5) **Seeking clarification on Tender Specification: Clarifications on tender specification if any may be sought by the bidders during the office hours only from the DGM/DTG- Phone no-04172-284483.**
- 6) **All the information as called for in the various clauses and annexure of tender specification should be furnished. The details so furnished should be complete in all respects and as per the formats prescribed in the Tender specification (Statutory requirement of Contract). The bidder may have to produce original documents for verification, if so decided by BHEL.**
- 7) Offers received with any deviation or without relevant information are liable to be rejected.
- 8) Price bids received in any form other than prescribed in PRICE BID are liable to be rejected.
- 9) **The bidder has to quote his Lumpsum rate in the Rate Schedule of Price Bid. If the bidder has not quoted the Rate for any item(s), it is considered as incomplete tender and tender can not be accepted.**
- 10) **The tender offer should be kept valid for 3 MONTHS from the date of technical bid opening** for acceptance by BHEL. No unsolicited revision in the tender offer shall be entertained after opening of tenders and till expiry of the validity period.
- 11) Quoted rates shall be firm through out the contract period and extended contract period also and no cost escalation is allowed on any account.
- 12) BHEL reserves the right to increase or decrease the tendered quantity.

- 13) Lowest prices received against BHEL tenders need not be the technically acceptable one, and in that case, BHEL reserves the right not to consider the same.
- 14) BHEL reserves the right to negotiate or refloat the tender , if L1 Price is not acceptable to BHEL.
- 15) BHEL reserves the right to negotiate the L1 rate.
- 16) The contract may be pre closed as decided by BHEL during tenure of the contract with one-month prior intimation.
- 17) The contract will be finalized based on the overall LOWEST value and to be awarded to single party only since split in schedules is not possible.**

**18 ) There is no EMD exemption for MSME Vendors. MSME vendors also has to pay EMD amount of Rs.29,960/- for this tender**

**19. a) Arbitration**

- i) All disputes between the parties to the Contract, arising out of or relation to the Contract shall after written notice by either party to the Contract to the other party be referred and resolved by an Arbitrator nominated by the Unit Head of BHEL, Ranipet.
  - ii) The venue of Arbitration shall be Ranipet, Tamil Nadu. The arbitrator may hold meetings for convenience in such a place or places discretion.
  - iii) The award of the Arbitrator shall be final, conclusive and binding on both parties to the Contract.
  - iv) The Contractor shall, not with standing any disagreement, dispute, protest, request for arbitration, court or other proceedings, continue to perform the Services in accordance with the determinations, instructions and clarifications of BHEL.
- b) Subject to the above, the appropriate court in Ranipet shall have the exclusive jurisdiction over any disputing arising out of or in connection with this Contract.

**c) Risk Purchase**

- i) In case of any neglect or refusal on the part of the Contractor to:
  - commence the Contract, or
  - provide sufficient employee for the Contract or
  - if in the opinion of BHEL, the Contract performed by the Contractor are not satisfactory, or
  - if the Contractor fails to carry out the Contract or as per instructions of the BHEL or officer authorized by it,

BHEL shall have the right to have the Work done by any means, including by engaging a new contractor, at the Contractor's sole risk and expenses.

- ii) The above shall be without prejudice to any other remedy that may be available to BHEL whether as per law, contract, equity or otherwise.
  - iii) In the event, the cost of the work so done (as certified by BHEL which is final and conclusive) is less than the Contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the Contract, the Contractor shall either pay the excess amount ordered by BHEL or the same shall be recovered from the Contractor by other means.
- d) Contractor shall indemnify and keep indemnified BHEL, its other contractors and/or sub-contractors and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses, judgments and fines arising out of or in the course of, or caused by the execution of work under the Contract or other obligations hereunder directly or indirectly associated herewith which may arise due to:

- i) Breach of law by the Contractor, or any of its sub-contractor, or any of their respective employees.
- ii) Negligence or willful default by the Contractor, or any of its sub-contractor, or any of their respective employees.
- iii) Failure by Contractor to proceed with Project in accordance with the determinations, instructions and clarifications of Company pending disagreement, dispute, protest, request for arbitration/ court proceedings
- iv) Loss of property or death of any employee of BHEL or of its other contractors/ sub-contractors.

The above shall be without prejudice to any other remedy that may be available to BHEL whether as per law, contract, equity or otherwise.

**20. FORCE MAJEURE CLAUSE:-**

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefor neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist.

If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time / waiver of penalty/liquidated damages shall be granted for periods considered reasonable by DGM/DTG subject to prompt notification by the contractor.

**21. All corrigenda, addenda, amendments, time extensions clarifications, etc., to the tender will be hosted on BHEL website (www.bhel.com) only. Bidders should regularly visit BHEL website to keep themselves updated.**

**22. Multiple Bids:**

The bidder in his own interest shall submit only one bid. If a bidder submits Multiple bids, all the bids are liable for rejection. Bids shall be considered "Multiple" in the following circumstances:

- a) Two bids by the same party.
- b) If one bidder is the Affiliate of another bidder.

For the purpose of this clause "Affiliate" shall mean with respect to any Person, any other Person that, directly or indirectly, controls, is controlled by, or is under direct or indirect common control with, such Person, or is a director/ member / officer/ employee of such Person or of any Person who would otherwise qualify as an Affiliate of such Person pursuant to this definition;

"Person" for the purposes of this definition shall mean any natural person, individual, corporation, limited partnership, co-operative, general partnership, joint stock company, joint venture, association, company, trust, bank, trust company, land trust, business trust, corporate body or other organization, whether or not a legal entity."

**23. Fraud Prevention Policy:**

The bidder along with its associate / collaborators / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice.

**24. Suspension of Business Dealings:**

The bidder along with its associate / collaborators / sub-vendors / consultants / service providers shall strictly adhere to "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" AA/MM/SB/01 Rev: 02, Dt.22.07.2016 displayed on BHEL website <http://www.bhel.com>. ([http://www.bhel.com / vender\\_registration/pdf/Suspension\\_guidelines\\_adbridged.pdf](http://www.bhel.com / vender_registration/pdf/Suspension_guidelines_adbridged.pdf)).

**25. Discrepancy in “words “ & “ Figures “:**

- a) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
  - a) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

**26. Set of Clause:** "BHEL shall have the right to recover any money which in the sole opinion or BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the Security Deposit furnished by the Contractor under this Contract or any other contract".

**27.** "Notwithstanding anything to the contrary, including, but not limited to, provisions relating to extension of time and compensation/or delay, time shall be the essence of the Contract."

**28.** In case a contract employee meets with an accident while on duty, the contractor shall immediately intimate the information to Safety Department, Contracting Agency and Human Resources Department and submit the Accident Report duly filled in all respect and send a copy to ESI local office, ESI Dispensary and Inspector of Factories (for major accidents) with in 24 hours of accident through Safety and Human Resources Departments. All assistance for the injured employee such as to taking him to ESI Dispensary for treatment must be rendered by the contractor.

**29.** Compliance of the above provisions does not absolve the obligation of contractor arising out of other statutory obligations.

**30.** Contractor should employ only persons having sound health and not above the age of 58 years, and not below the age of 18 years.

**31.** **The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site [www.bhel.com](http://www.bhel.com).**

**32.** If the contractor is not able to provide the Service, BHEL reserves the right to terminate the contract and to take appropriate action against the Contractor. In the event of contract termination, the security deposit paid by the contractor will be forfeited.

**33.** BHEL reserves the right to reduce the contract period (pre-close the contract), with 30 days notice period depends on the requirement / without assigning any reason. Security Deposit will be refunded, if the contract is pre-closed for non-requirement by BHEL.

**34.** The contractor shall be responsible for obtaining necessary comprehensive insurance policy, appropriate driving license with proper endorsement etc, and complying with all the statutory requirements including labour laws that may be necessary in this respect. BHEL will not be responsible for any consequences out of any violation of rules or acts by the contractor. If

BHEL is liable to pay any such amount due to violation of the relevant laws by the contractor the amount so paid would be recovered from the contractor.

**35. The contractor should have to arrange police verification certificate of concern workers (whom they are going to be engaged for these works) for obtaining entry pass.**

**SAFETY RULES**

1. The Contractor must inspect the area of work to decide the safety precautions necessary for executing this contract.
2. Whenever people work at height more than six feet, platform shall be provided or the workers shall wear safety belt to avoid fall from the height.
3. Wherever any area declared dangerous, the workers shall not be allowed to work till a written clearance is obtained from appropriate authorities.
4. No material of any kind shall be dropped or allowed to be dropped from any height.
5. Defective ladders shall not be used at all.
6. Inflammable materials shall not be stored near places where the sparks are likely to occur.
7. The necessary safety equipment such as gloves, helmet etc. must be issued to the workmen by the contractor and strictly to be used while carrying out the work.
8. Gloves, safety belt, helmet, safety boot etc. must be issued to the workmen and strictly to be used while carryout the work. If Personal Protection Equipment not provided by the contractor, BHEL shall provide the required PPEs on chargeable basis, depending upon the stock availability.
9. If the contractor's workmen found violating the safety precautions, punitive action will be taken and or a penalty of Rs.500/- to Rs.1000/- will be imposed and deducted from the contractor bill for each violation.
10. The working area shall be kept clean and free from all obstructions.
11. All safety precautions are to be taken by the contractor at his cost.
12. All temporary electrical connections shall be properly earthed, insulated and periodically checked.
13. The contractor should arrange EMPLOYEE COMPENSATION / INSURANCE POLICY covered for all his employee. A copy of the policy has to be submitted before commencement of work.
14. These safety measures shall be deemed to form an integral part of the Work Order/ Agreement.

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**GENERAL CONDITIONS OF CONTRACT**

**1) DESPATCH INSTRUCTIONS:**

- 1.1. This tender specification as a whole, duly furnishing all the details required and other documents as required in the following pages, shall be duly signed and sent in a sealed cover duly super scribing the name of work as given in the tender notice.
- 1.2. The tender shall be addressed to Officer inviting tender as indicated in the tender notice.
- 1.3. Tenders submitted by post shall be sent by **“REGISTERED POST WITH ACKNOWLEDGEMENT DUE”** and shall be posted with the due allowance for any postal delay. The tenders received after the due date and time of opening is liable to be rejected. Telegraphic offers and offers received by telex may not be considered.
- 1.4. Tenders shall be opened by authorized officer of BHEL at his office at the time and date as specified in the tender notice in the presence of such of those bidders or their authorized representatives who may be present.
- 1.5. The Tenders shall closely pursue all the clauses, specifications and drawings indicated in the tender documents before quoting. Should the bidder have any doubt the meanings of any portion of the tender specification or find discrepancies or omission in the drawings or the tender documents issued are in complete or shall require clarification on any of the technical aspect, scope of work etc., he shall at once contact the authority inviting the tender for clarification before the submission of the tender.
- 1.6. Before tendering, the bidders are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later, on the ground of lack of knowledge.
- 1.7. Bidder must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the Tender Specification must be signed and submitted along with the offers by the bidder in token of complete acceptance thereof. The information's furnished shall be completed by itself.
- 1.8. The bidders shall quote the rates for each item of the tender schedules in rupees and paise only. These rates shall be entered in figures as well as in words. In case of any difference in the rates quoted in figures and in words, words will be taken as the tendered rate.
- 1.9. All entries in the tender documents should be in one ink. Over-writing and corrections should be avoided. The Bidders concerned should duly sign for all corrections and over-writings.

**2) DATA TO BE FURNISHED :**

- 2.1. Full information shall be given by the bidder in respect of the following. Non-submission of this information may lead to rejection of the offer.
- 2.2. An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor, shall also be attached. (If it is a Company or Firm, etc.,

Director/Managing Partner as the case may be is required to sign).

**2.3. IN CASE OF AN INDIVIDUAL:**

His full name, address and place and nature of business shall be indicated.

**2.4. IN CASE OF PARTNERSHIP FIRMS:**

The names of all the partners and their addresses be furnished along with a copy of the partnership deed/instrument of partnership duly certified by Notary Public shall be enclosed.

**2.5. IN CASE OF COMPANIES:**

Date and place of registration including date of commencement certificate in case of public companies (certified copies of Memorandum and Articles of Association are also to be furnished) are to be furnished.

**2.6.** Nature of business carried on by the Company and the provisions of the Memorandum relating there of shall be furnished.

**2.7.** Names and particulars including addresses of the Directors and their previous experiences shall be furnished.

**2.8.** A list of tools and tackles that the bidder is having and those that will be used on this job shall be furnished.

**2.9.** In addition to the above, the particulars required in annexure shall also be furnished.

**3) AUTHORISATION AND ATTESTATION:**

Tenders shall be signed by persons duly authorized /empowered to do so. Certified copies of such authority and relevant documents shall be submitted along with the tenders.

**4) VALIDITY OF OFFER:**

The rates in the Tender shall be kept open for acceptance for a minimum period of **THREE MONTHS** from the date of tender opening. In case the Bharat Heavy Electricals Limited calls for negotiations such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding on the bidders.

**5) EXECUTION OF CONTRACT:**

The successful bidder's responsibility under this contract commences from the date of issue of the Letter of Award by Bharat Heavy Electricals Limited. The successful bidder shall be required to execute an agreement in the prescribed form with BHEL within a reasonable time after the acceptance of his tender and in any case before submitting the first bill for payment. The expenses for completion, stamping and registration of the agreement with prescribed authority, if necessary, shall be borne by the Contractor.

**6) SECURITY DEPOSIT ( SD):**

SECURITY DEPOSIT shall be collected from the successful tenderer. The total amount of security deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

**Modes of deposit:**

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

- a. At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
- b. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.

The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.

- c. EMD of the successful tenderer will be converted and adjusted against security deposit.
- d. EMD and security deposit shall not carry any interest.

**6.1.1** Acceptance of security deposit as per clause (iv) & (v) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

**6.1.2** If the value of the work done at any time exceeds the accepted agreement value, the security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the Contractor or recovered from payments due to him.

**6.1.3** Failure to deposit the Security Deposit within the stipulated time, may lead to forfeiture of Earnest Money and cancellation of the award of work.

**6.1.4** If any part of Security Deposit of the Contractor is held in the form of approved securities it shall be kept transferred in the name of Bharat Heavy Electricals Limited, Ranipet, in such a manner that the same can be realized fully without referring to the Contractor, BHEL shall not be responsible for any depreciation in the value of the Security while in BHEL's custody or for any loss of interest thereon.

BHEL reserves the right to forfeiture of Security Deposit in addition to the other claims and penalties in the event of the Contractor's failure to fulfill any of the Contractual obligation including liquidation or bankruptcy of the contractor, non-payment of money payable by means of arbitration award in favour of BHEL or in the event of termination of Contract as per terms and conditions of Contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL.

**7.0 RETURN OF SECURITY DEPOSIT:**

If the Contractor performs and completes the work in all respects to the entire satisfaction of BHEL and presents an absolute **“No Demand Certificate”** in the prescribed form and returns properties belonging to BHEL handed over, lent or hired by him for carrying out the said works, Security Deposit will be released to the Contractor after deducting all cost of expenses or other amounts that are to be paid to BHEL under this or other contracts entered into with the Contractor. It may be noted that in no case the Security Deposit shall be refunded/released prior to passing of final bill.

**8.0 REJECTION OF TENDER AND OTHER CONDITIONS**

**8.1** The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.

8.1.1 To reject any or all of the bidders.

8.1.2 To award the work in part.

8.1.3 Either of the contingencies stated in (8.1.2) above to modify the time for completion suitably.

**8.2** Conditional and Un witnessed tenders, tenders containing absurd or unworkable rates and amounts and tenders which are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.

**8.3** If a bidder expires after the submission of his/her tender or after the acceptance of his/her tender, BHEL may at their discretion cancel such tender. If a partner of a firm expires the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at their discretion unless the firm retains its character.

**8.4** BHEL will not be bound by any power of Attorney granted by the bidder or by changes in the composition of the firm made subsequent to the execution of the Contract. They may, however recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

**8.5** If the bidder deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or cancel the contract, if awarded. The Earnest Money/Security Deposit /any other money due shall also be forfeited.

**8.6** Canvassing in any form in connection with the tender is strictly prohibited and the tender submitted by the contractor's who resort to canvassing in any form are liable to rejection.

**8.7** Should a bidder or contractor or in the case of a firm or company of contractor's one or more of its partners/share holders/Directors have a relation or relations employed in BHEL, the authority inviting tender shall be informed of the fact along with the offer, failing this BHEL may, at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.

**8.8** The successful bidder should not sub-contract the part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The bidder is solely responsible to BHEL for the work awarded to him.

**8.9** No deviation from the tender specification shall be acceptable to BHEL. Bidders shall confirm their unqualified acceptance of the terms and conditions by giving an undertaking to this effect in a separate letter as specified by BHEL.

**9.1 DEFINITION:**

The following terms shall have the meaning hereby assigned to them except where the context otherwise requires.

**9.2 BHEL or (B.H.E.Ltd)** shall mean Bharat Heavy Electricals Limited a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri fort, New Delhi 110 049 or its Authorized Officers or its Resident Engineer or other employees authorized to deal with any matters with which these persons are concerned on its behalf.

**9.3 “GENERAL MANAGER”**

Shall mean the officer in Administrative charges of contracting unit of BHEL.

**9.4 “ENGINEER”** or “ENGINEER IN CHARGE” shall mean Engineer who is in-charge for the works referred.

**9.5 “SITE”** shall mean the place or places at which the plants/equipments are to be erected and services are to be performed as per the specification of this contract.

**9.6 “CONTRACTOR”** shall mean the individual, firm or company who enters in to this contract with BHEL and shall include their executors, administrators and successor and permitted assignees.

**9.7 “CONTRACT”** or “CONTRACT DOCUMENT” shall mean/and include the agreement or work order, the accepted appendices of rates, schedules, quantities, if any and general conditions of contract, the special conditions of contract, instructions to the bidders, the drawings, the technical specifications, the special specifications, if any, the tender documents and the Letter of Intent/Acceptance Letter issued by BHEL. Any conditions or terms stipulated by the contractor in the tender document or subsequent letters shall not form part of the contract unless specially accepted in writing by BHEL, in the Letter of intent and incorporated in the agreement.

**9.8 “GENERAL AND SPECIAL CONDITIONS OF CONTRACT”** shall mean the “Instructions to Bidders and General and Special Conditions of Contract” pertaining to the work for which the bidders are called for.

**9.9 “TENDER SPECIFICATIONS”** shall mean the “SPECIFIC CONDITIONS, Technical specifications, appendices, site information’s and drawings” pertaining to the work in which the bidders are required to submit their offer, Individual specification number will be assigned to each tender specification..

**9.10 “TENDER DOCUMENTS”** shall mean the General and Special Conditions of Contract (10.8) and tender specification (10.9).

**9.11 “LETTER OF INTENT”** shall mean the intimation by a letter to the bidder that the tender has been accepted in accordance with provisions contained in that letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.

**9.12 “COMPLETION TIME”** Shall mean the period by date specified in the acceptance of tender or date mutually agreed upon for handing over of the erected equipment/plant which is found acceptable by

the Engineer being of required standard and conforming to the specifications of the contract.

**9.13 “PLANT”** shall mean and cannot the entire assembly of the plant and equipments covered by the contract.

**9.14 “EQUIPMENT”** shall mean all equipments, machinery, materials, structural, electrical and their components of the plant covered by the contract.

**9.15 “TESTS”** shall mean and include such test or tests to be carried out on the part of the contractor as are prescribed in the contract or considered necessary by BHEL in order to ascertain the quality, workmanship, performance and efficiency of the contract work or part thereof.

**9.16 “APPROVED” “DIRECTED” or “INSTRUCTED”** shall mean approved, directed or instructed by BHEL.

**9.17 “WORK OR CONTRACT WORK”** shall mean and include supply of all categories of labour specified consumables, tools and tackles required for complete and satisfactory site transportation handling, stocking, storing, erecting, testing, and commissioning of the equipments to the entire satisfaction of BHEL.

**9.18 “SINGULAR AND PLURAL ETC”** works carrying singular number shall also include plural and vice versa, where the context so required. Words importing the masculine gender shall be taken to include the feminine gender and words imparting persons shall include any company or association or body of individuals, whether incorporated or not.

**9.19 “HEADINGS”**

The headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

**9.20 “MONTH”** shall mean calendar month, unless specified otherwise in the tender.

**9.21 “WRITING”** shall include any manuscript typewritten or printed statement under the signature of BHEL.

**9.22 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION**

The contract shall be governed by the Law for the time being in force in the Republic of India, and shall be subject to the Jurisdiction of the courts having Jurisdiction over RANIPET (VELLORE Dist, Tamil Nadu).

**9.23 ISSUE OF NOTICE:**

The Contractor shall furnish to the BHEL ENGINEER the name, designation and address of his authorized agent and all complaints, notices, communication and reference shall be deemed to have been duly given to the contractor or his authorized agent or left or posted to the address of either the contractor or of his representative and shall be deemed to have been so give in the case of posting on the day on which they would have reached such address in the ordinary course of post or on which they were so delivered of / or left.

**9.24 USE OF LAND:**

No land belonging to BHEL or their customer under temporary possession of BHEL shall be occupied by the Contractor without the written permission of BHEL.

**10. COMMENCEMENT OF WORKS:**

10.1 The Contractor shall commence the works within the time indicated in the Letter of Intent from BHEL and shall proceed with the same with due expedition without delay.

10.2 If the successful bidder fails to start the work within the stipulated time, BHEL, at his sole discretion will have the right to cancel the contract. His earnest money and/or Security Deposit with BHEL will stand forfeited without any further reference to him without

prejudice to any and all of BHELs other rights and remedies in this regard.

10.3 All the works shall be carried out under the direction and to the satisfaction of BHEL.

10.4 The erected/constructed plant or work performed under this contract shall be taken over when it has been completed in all respects and/or satisfactorily put in to operation at site.

**11. MODE OF PAYMENT AND MEASUREMENT OF THE WORK COMPLETED:**

11.1 All payments due to the contract shall be paid through E-PAYMENT (EFT / RTGS) only. The contractor has to furnish acceptance for e-payment, duly indicating the bank account details in the prescribed format.

11.2 **PAYMENT TERMS: The payment will be made at the end of every month based on the actual job done and the number of points as certified by the concerned Engineer in Charge from Dlgital Transformation Group. The rates quoted should include GST and no extra payment will be made other than the quoted value.**

**11.3 For Processing running bill payment :**

The contractor shall present detailed measurement working sheets, in quadruplicate, duly indicating all relevant details based on technical documents and connected drawings for work done during the month/period under various categories in line with terms of payment as per letter of intent. The basis of arriving at the quantities/weight shall be the relevant documents and drawings released by BHEL.

11.4 These measurement-working sheets will be checked and vetted by BHEL Engineers and quantities and percentage eligible for payment under various groups shall be decided by BHEL engineers. The abstract of quantities and percentage so arrived based on the terms of payment shall be entered in Measurement Book and signed by both the parties.

11.5 Based on the above quantity, contractor shall prepare the bills in prescribed Performa and work out the financial value. These will be entered in Measurement Book and signed by both the parties and paid duly effecting recoveries due.

11.6 All recoveries due from the contractor for the month/period shall be effected in full from the corresponding running bills unless specific approval from the competent authorities is obtained otherwise.

11.7 Measurement shall be restricted to that for which it is required to ascertain the financial liability of BHEL under this contract.

11.8 The measurement shall be taken jointly by persons duly authorized on the part of BHEL and by the contractor.

11.9 The contractor shall bear the expenditure involved, if any, in making the measurement. The contractor shall, without extra charges provide all the assistance with appliances and other things necessary for measurement.

11.10 If, at any time due to any reason, whatsoever, it becomes necessary to re-measure the work done in full or in part, the expenses towards such re-measurements shall be borne by the contractor.

11.11 Passing of measurement as per bills does not amount to acceptance of the completion of

the work mentioned. Any left out work has to be completed if pointed out at a later date by BHEL.

11.12 Final measurement bill shall be prepared in the final bill preformed prescribed for the purpose based on the certificate issued by BHEL Engineer that entire work as stipulated in the tender specification has been completed in all respects to the entire satisfaction of BHEL. Contractors shall give unqualified "No Due and No Demand certificate". All the tools and tackles loaned to them should be returned in condition satisfactory to BHEL. Quantities/Weight erected shall be prepared and paid, within a reasonable time after completion of work. After payment of final bill, only guarantee obligation

percentage shall remain unpaid which shall be released in accordance with terms of payment. The final bill quantities and financial value shall also be entered in Measurement Book and signed by both the parties to the contract.

## **12 RIGHTS OF BHEL**

BHEL reserves the following rights in respect of this contract without entitling the contractor for any compensation.

**12.1** To get the work done through other agency at the risk and cost of the Contractor, in the event of Contractor's poor progress, or inability to progress the work, persistent disregard in instruction of BHEL, assignment transfer, subletting of the contract without permission of BHEL, non fulfillment of any contractual obligation etc., and to recover compensation for such losses from the contractor including BHELs supervision charges and overheads from Security Deposit / other dues.

**12.2** To withdraw any portion of work and/or to restrict/alter quantum of work as indicated and get it done through other agency and/or with departmental labour to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergency reasons/BHELs obligation to its customer.

**12.3** To terminate the contract after due notice to cause forfeiting of Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in the event of:

- 10) Contractor's continued poor progress.
- 11) Withdrawal from or abandonment of the work before completion of the work.
- 12) Corrupt act of contractor.
- 13) Insolvency of the contractor.
- 14) Persistent disregards to the instructions of BHEL.
- 15) Assignment transfer, sub-letting of the contract without BHEL "s permission.
- 16) Non-fulfillment of any contractual obligations.

**12.4** To recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the Security Deposit.

**12.5** To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contracts with their customers are terminated for any reason.

**12.6** To affect recovery from any amount due to the contractor under this or any other contractor in any other form the moneys BHEL is forced to pay to anybody, due to contractor's failure to fulfill any of his obligation.

**12.7** To restrict or increase the quantity and nature of work to suit the site requirements since the tender specification is based on preliminary documents and quantities furnished there in are indicative and approximate and the rates quoted shall not be subject to revision.

**12.8** To deploy BHEL's fitters, welders, operators and technicians in case of emergency/poor progress/deficiency in skill on the part of employees of contractor's and to recover the expenditure on account of the same from contractor's bills.

**12.9** While every endeavor will be made by BHEL they cannot guarantee un-interrupted work to the contractor due to conditions beyond their control. Contractor will not be entitled for any compensation extra payment on his account.

**12.10** In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the contractor.

**12.11 LD/Penalty:**

In event delay in deployment of installation team for more than three days, the deductions will be made as per the following formula:

$$\text{Deduction (D)} = (\text{No. of days delayed (d)} \times \text{Billed amount (r)} \times \text{Multiplication factor (f)})$$

F = Multifification factor is 5%

**13) RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS Etc.**

The following are the responsibilities of the Contractor in respect of observation of local laws, employment of personnel, payment of taxes etc.

**13.1** As par as possible unskilled workers shall be engaged from the local areas in which the work is being executed.

**13.2** The contractor at all times during the continuance of this contract shall, in all his dealings with

local labour for the time being employed on or in connection with the work, have due regard to all local festivals, religious and other customs.

**13.3** The contractor shall comply with all state and Centrals Laws, Statutory Rules, Regulations etc., inclusive of those regarding labour and industrial laws which are applicable from time to time and they shall comply with the provisions of the said labour legislations, rules and regulations framed under the provisions of Employees Provident Fund and Miscellaneous Provisions Act 1952 shall be strictly followed.

**13.4** The contractor shall pay all taxes, including sales Tax on works contract if any fees, license, charges, deposits duties, tool royalty commissions or other charges which may be leviable on account of any of his operations in execution of the contract in case BHEL is forced to pay any of such taxes. BHEL shall have the right to recover the same from the contractor either from his bills or other wise as deemed fit.

**13.5** The contractor shall be responsible for provision of health and sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act) safety precautions etc., as may be required for safe and satisfactory execution of the contract.

**13.6** The contractor shall be responsible for providing proper accommodation including adequate medical facilities for the personnel employed by him.

**13.7** The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.

**13.8** The contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused it is the responsibility of the contractor to make good the losses or compensate for the same.

**13.9** All the properties/equipments/components of BHEL their client loaned with or without deposit to the contractor in connection with contract shall remain the properties of BHEL/their client. The contractor shall use such properties for purpose of execution of this contract, all such properties/equipments/components shall be deemed to be in good condition when received by the Contractor's unless he notifies within 48 hours to the contrary. The Contractor shall return them in good condition as and when required by BHEL/their client. In case of non-return, loss, damage, repairs etc, the cost thereof, as may be fixed by the site Engineer, will be recovered from the Contractor.

**13.10** It is not obligatory on the part of BHEL to supply any tools and tackles or other materials other than those specifically agreed to do so by BHEL. However, depending upon the availability/ possibility BHEL's customer's handing equipment and other plants may be made available to the contractor on payment of the hire charges/free of charges, as fixed subject to the conditions laid down by BHEL/Customer from time to time. Unless paid in advance such hire charges if applicable shall be recovered from contractor's bills/security deposit in one installment.

**13.11** The Contractor shall fully indemnify BHEL against all claims of whatsoever nature arising during the course of erection/construction/performing work under the contract.

**13.12** In case the Contractor is required to undertake any work outside the scope of this contract the rate payable shall be those mutually agreed upon. Any delay in completion of works/non-achievement of periodical targets, due to reasons attributable to the contractor, the same will have to be compensated by the Contractor either by increasing manpower and resources or by working extra hours and/or by working more than one shift. All these are to be carried out by the contractor at no extra cost.

**13.13** The contractor shall arrange and co-ordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.

**13.14** All safety rules and codes applied by the client/BHEL at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guard's signs etc, or other protection

necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view prevent pilferage, accidents, fire hazards and due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of clerical staff, watch and ward, store keepers to take care of equipment, materials and construction tools and tackles shall be posted at site by the contractor till the completion of the work under this contract. The contractor shall arrange for such safety devices as are necessary for such type of work and carry out the requisite site tests of handling equipments, lifting tools, tackles, etc., as per prescribed standards and

**13.15** The contractor will be directly responsible for payment of wages to his workmen. A pay roll sheet giving all the type payments given to the workers and duly signed by the contractor's representative should be furnished to BHEL Site office on or before 15th of every succeeding month.

**13.16** In case of any class of work for which there is no such specification as laid down in the Contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.

**13.17** No levy of payment or charge made or imposed shall be impeached by reason of any clerical error or by reason of any mistake in the amount levied or demanded or charged.

**13.18** Also no idle labour charges will be admissible in the event of any stoppage caused in the work resulting contractor's labour being rendered idle due to any cause at any time.

**13.19** The contractor shall take all reasonable care to protect the materials and work till such time the plant/equipment has been taken over by BHEL/their client.

**13.20** Contractor shall not stop the work or abandon the site for whatsoever reason or dispute, excepting for force major conditions. All such problems/dispute shall be separately discussed and settled without affecting the progress of work. Such stoppage or abandonment shall be treated as breach of contract and dealt with accordingly.

**14) CONSEQUENCES OF CANCELLATION:**

**14.1** Whenever BHEL exercises its authority to terminate the contract/withdraw a portion of work under the clause 13 they may complete the work by any means. In the event of the cost of completion as certified by the site Engineer which is final and conclusive being less than the contract cost, the advantage shall accrue to BHEL and that if the cost of completion exceeds the moneys due to the contractor under the contract, the contractor shall either pay the excess amount ordered by BHEL or the same shall be recovered from the contractor by any other means. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per the relevant clauses.

**14.2** In case BHEL completes the work under the provision of this condition, the cost of such Completion to be taken into account in determining the excess cost to be charged to the contract under this condition, shall consist of materials purchased and/or labour provided by BHEL with an addition of such percentage to cover supervision and establishment charges as may be decided by BHEL.

**15) INSURANCE:**

**15.1** It is sole responsibility of the contractor to insure his workmen against accidents and injury while at work as required by relevant Rules and to pay compensation, if any, to workmen as per workmen's Compensation Act. The work will be carried out in a protected area and all the rules and regulations of the client/BHEL in the area of project which are in force from time to time will have to be followed by contractor.

**15.2** If due to negligence and/or non-observance of safety and other precautions, any accident/injury occurs to any other persons/public, the contractor shall have to pay necessary compensation and other expenses if so decided by the appropriate authorities.

**15.3** If due to contractor's carelessness, negligence of non-observance of safety precautions damage to BHELs /customers property and personnel should occur and if BHEL is unable to recover in full cost from the insurance company, the same will be recovered from the contractor.

**15.4** It shall be the responsibility of the contractor to provide security arrangement for the materials

belonging to BHEL and handed over to the contractor for erection/transportation till the same are taken over by BHEL after erection/returned to BHEL stores.

**16 A) compensation clause:** "BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life/permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below. a). Victim: Any person who suffers permanent disablement or dies in an accident as defined below. b). Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/operation and works incidental thereto at BHEL factories/offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL units/officers/townships and premises/ project sites. c). Compensation in respect of each of the victims: (i) In the event of death or permanent disability resulting from Loss of both limbs: Rs.10,00,000/-(Rs. Ten lakh) (ii) In the event of other permanent disability:Rs.7,00,000/-(Rs. Seven lakh) d). Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to section 2 (I) of the Employee's Compensation Act, 1923."

**16 B) STRIKES & LOCKOUTS:**

**16.1** The contractor will be fully responsible for the entire dispute and other issues connected with his labor. In the event of the contract labor resorting to strike or the contract resorting to lock-out and if the strike or lock-out declared is not settled within a period of one month, BHEL, shall have the right to get the erection work executed employing its won labor or through any agencies or both and the cost so incurred by BHEL be deducted from the contractor's bills.

**16.2** For any purpose whatsoever the employees of the contractor shall not be deemed to be in the employment of BHEL.

**17)** Compliance with Labour laws Including laws pertaining to PF, ESI, Contract Labour, such as Contract Labour (Regulation & Abolition) Act, 1970, Industrial Disputes Act, 1947, Employees' Provident funds and Miscellaneous Provisions Act, 1952, Employees' State Insurance Act, 1948 Factories Act, 1948 and the rules made thereunder.

**18) Certificate by the executing department that all statutory requirements including PF,ESI, Minimum wages, Insurance, GST, etc. are complied with by the Contractor. This should be duly backed by the relevant documents”.**

**GENERAL INSTRUCTIONS TO BIDDERS**

1. Sealed Tenders for the work mentioned in the Schedule are invited from Contractors experienced in works of similar kind and magnitude.
  2. Tenders must be submitted **in sealed covers** and should be addressed to  
**DGM, DTG DEPARTMENT,  
ENGG. BUILDING –GROUND FLOOR,  
BHARAT HEAVY ELECTRICALS LIMITED,  
RANIPET – 632 406.**
- The Name, Address of the Bidder and the name of work shall be clearly mentioned on the cover.**
3. Tenders will be received up to **14.00 hrs. on 10.08.2019** in the prescribed form and will be opened on **10.08.2019 at 14.30 hrs** onwards at commercial Conference Hall in the presence of such of those Bidders or their agents who may choose to attend.
  4. Bidder should sign and seal each and every page of the tender document including the drawings/annexure attached thereto before submitting the tender.
  5. Tenders not submitted in the prescribed forms are liable for rejection.
  6. In quoting the rates, the Bidders are advised to take into account all factors including any fluctuations in the market rates etc. No claim will be entertained on this account after acceptance of the tender or during the currency of the contract.
  7. GENERAL CONDITIONS OF CONTRACT FOR WORKS, GENERAL INSTRUCTIONS TO BIDDERS , drawings, specifications and other documents also form part of the agreement to be entered into.
  8. In the event of tender being submitted by a firm, the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the Power of Attorney on behalf of the firm concerned. In the latter case, a copy of the Power of Attorney duly attested by a Gazette Officer must accompany the tender.
  9. The Bharat Heavy Electricals Limited, reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason there for. In case of acceptance of a part of tender, time for completion may also be reduced to the extent considered appropriate by the accepting authority.
  10. Unit rates should be quoted in figures as well as in words with reference to each item and for all the items shown in the attached schedule.
  11. The quoted rates shall also include expenditures towards complying statutory payments like Provident fund, ESI payments, bonus etc for the contract staff deployed in the work.

12. The contractor will have to submit the GSTIN Registration certificate to BHEL and claim the GST from BHEL by submitting Tax invoice as per Rules & Regulations of GST and the documentary evidence will have to be submitted along with the next bill. If for any reason, the contractor has to pay penalty, interest on GST, the contractor has to bear such additional payment. BHEL will pay only the GST at actual. **The Bharat Heavy Electricals Limited will not entertain any claim in this regard.**
13. If the bidder find discrepancies or omissions in the tender documents or should be in doubt as to their meaning, he should at once address the authority inviting the tender for clarification. Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful Bidder shall take up on himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
14. Quantities shown in the attached schedules are only approximate.
15. Should a Bidder or a contractor has a relative or in the case of a firm or company of contractors any of its shareholders or share holder's relative, employed in Bharat Heavy Electricals Limited, the authority inviting tenders shall be informed of this fact at the time of submission of the tender failing which tender may be disqualified or if such fact subsequently come to light, the contract may be rescinded.
16. If the Bidder expires after submission of his tender, the Bharat Heavy Electricals Limited may be at the discretion of cancel such tender.
17. If a partner of a firm expires after submission of the tender or after the acceptance of the tender, Bharat Heavy Electricals Limited may cancel such tender at the discretion unless the firm retains his character.
18. The Bharat Heavy Electricals Limited will not bound by any Power of Attorney granted by the Bidder or changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contract concerned.
19. The contractor deliberately, gives wrong information in his tender or creates conditions favorable for the acceptance of his tender; Bharat Heavy Electricals Limited reserves the right to reject the tender at any stage.
20. Words imparting the singular number shall also deem to include the plural number and vice versa where the context so requires.
21. The General and Special Conditions of Contract are complimentary to each other and where they are in conflict, the Special Conditions shall prevail. In regard to matters not covered by the General or Special Conditions of Contract, those contained in the specifications approved by Bharat Heavy Electricals Limited shall apply.
22. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
23. All contractors will have to produce Income Tax clearance certificate from the Income Tax authorities concerned along with their tenders. Those contractors whose income is not taxable will be required to give an affidavit of their income on the prescribed form.
24. **The contractor should possess necessary licenses, Permanent PF A/c No, and should take Insurance for his workers and produce them before commencement of work. The Contractor shall insure all his materials, tools, tackles etc. and also for third party.**

**25. COMPLIANCE TO REGULATIONS AND BY-LAWS:**

The Contractor shall conform to the provisions of any statute relating to the work and regulations and By-laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

**26. GST :**

**Registration & GST Rate**

1. Bidder should indicate GSTIN No. (Copy of GST registration to be enclosed) and PAN No. (copy of PAN to be enclosed).
2. Tender will be considered/ accepted, if & only if the vendor has a valid GST Registration No.
3. Central Tax/ State Tax/ Integrated Tax/ Union Territory tax to be quoted as extra in %.
4. Bidders to ensure correct applicability of Central Tax/ State Tax/ Integrated Tax/ Union Territory tax based on the Inter / Intra state movement Supply of goods and provision services or both.

**Invoicing & Payment**

5. The Tax Invoice for supply of Goods & Services should be raised as per the provision of GST Act & Rules and must compulsorily mention the following :-
  - a. BHEL-RANIPET GSTIN: 33AAACB4146P2ZL or GSTIN of BHEL Nodal Agency as mentioned in NIT or informed subsequently.
  - b. HSN Code or Service Accounting Code for supply of goods or services.
  - c. Name & address of supplier
  - d. GSTIN of Supplier
  - e. Consecutive Serial Number & date of issue
  - f. Description of goods or services
  - g. Total value of supply
  - h. Taxable value of supply
  - i. Tax Rate - Central Tax & State Tax or Integrated Tax, Cess
  - j. Amount of Tax charged
  - k. Place of supply
  - l. Address of delivery if different from place of supply
  - m. Signature of authorized signatory
6. Reimbursement of GST to the vendor is contingent upon complying with the following condition by the service provider:-
  - i. Uploading the onward GST Return (**GSTR-1**) in GSTN Network portal within the statutory time period.
  - ii. Discharging the GST tax liability to the Government.
  - iii. Submission of Tax Invoice to BHEL.
  - iv. Submission of proof of payment of GST to BHEL.
  - v. Availment of Input Tax Credit by BHEL.

**Input Tax Credit**

7. In case GST credit is delayed/ denied to BHEL, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from Vendor along with interest & penalty levied/ leviable.
8. In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest & penalty levied/ leviable on BHEL.

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9. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any incomplete work/service, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal).
10. For any such delay in availing of tax credit for reasons attributable to vendor (as mentioned above), interest as per the GST Act & Rules, along with penalty, if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

### **Penalty for Non-compliance of GST Act**

11. Penalty amount so determined along with GST if applicable thereon shall be recovered from the contractor.

### **Anti-profiteering Measure**

12. Any reduction in rate of Tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices.

### **Other Provision**

13. The agency should quote the applicable taxes and duties in the technical bid (part-A) as well as in price bid (part-B).
14. All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).
15. The Prices quoted above must be inclusive of all taxes and duties and exclusive of GST, which will be payable extra as per applicable rules and subject to Submission of documentary evidence.
16. **In case any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time.**
17. **If the Contractor is not registered for any statutory obligation and not liable there to, then a declaration shall be submitted along with offer that they are within the threshold limit.**

**The following details to be furnished by the bidder:**

<b>S.No.</b>	<b>Details</b>	<b>To be filled by the bidder</b>
1	GSTIN No. (Copy to be enclosed)	
2	PAN No (Copy to be enclosed)	
3	HSN Code & SAC Code (Copy to be enclosed)	

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**SPECIAL CONDITIONS OF THE CONTRACT**

1. BHEL reserves the right to increase or decrease the tendered quantity.
2. BHEL reserves the right to negotiate or refloat the tender opened, if L1 Price is not lowest Acceptable price to BHEL.
3. **The contract will be finalized based on the overall LOWEST value and to be awarded to single party only. Clarification if any can be obtained from the undersigned before submitting the offer.**
4. The contractor should carryout the work at the place identified by the authority concerned within the premises of BHEL.
5. This original "Tender Documents" should be submitted to us duly signed and stamped in all the pages of the Tender Specification, General conditions and special conditions etc. by the Tenderer including any deviations from tender conditions.
6. All entries in the tender documents should be in one ink. Tenderer shall duly sign all cancellations & insertions. The quoted rates shall be firm for the contract period of **Two years**. In quoting the rates, the tenderers are advised to take in to account all factors including any fluctuations in the market rates etc. No claim will be entertained on this account after acceptance of the tender and during the currency of the contract.
7. Rates for each item of works in the Rate Schedule should be quoted in Rupees & Paise only. The rates shall be for the finished work at site. Rates shall be both in figures and words. In case of any difference in the rates quoted in figures & words, the lower of the two rates will be taken as the tendered rate.
8. Rates quoted shall include all applicable terminal taxes leviable under the state and central government rules, except GST (will be reimbursed by BHEL) . Bharat heavy Electricals Limited (BHEL) will not entertain any claim whatsoever in this respect. The quoted rates shall also include expenditures towards complying statutory payments like Provident fund, ESI payments, bonus etc for the employee & staff deployed in the work.
9. BHEL will not be responsible for any loss / delay of documents sent by post / Courier.
10. All the information as called for in the various clauses and annexure of tender specification should be furnished. Please refer to the check list. The details so furnished shall be complete in all respects and as per the formats prescribed in the Tender Documents. The bidder may have to produce original documents for verification, if so desired by BHEL.
11. The Tenderers should specify whether they are doing any other work of same nature within the State of TAMIL NADU at present.

12. In case of contractor employee strength/working time has to be increased to complete the work within the stipulated period, no extra claim for payment under any circumstances will be entertained.
13. The contractor shall name a place of business, which is to be approved by the Officer-in-charge for the purpose of his office. At this office, there shall be a person (contractor's representative) present during the regular business hours to receive and carry out instructions.
14. In case of any neglect or refusal on the part of the contractor to provide sufficient employees for the aforesaid work or if in the opinion of Officer-in-charge, the services provided by the contractor are not satisfactory, the Officer-in-charge shall be at liberty to make such arrangement as he may deem fit at the cost and expense of the contractor. The contractor shall be advised of the amount so incurred and he shall be bound to remit the sum within three days from the date of receipt of such advice. Failure to do so will entitle the Officer-in-charge to deduct the sum from the money due to the contractor.
15. Should any error or ambiguity be discovered in the specification or information, the contractor shall forthwith bring the same to the notice of Bharat Heavy Electricals Limited before commencement of work. The BHEL's interpretation in such cases shall be final and binding on the contractor.
16. Bharat Heavy Electricals Limited reserves the right to decide the suitability of the workers and other personnel who may be employed by the contractor.
17. In case of any loss to Bharat Heavy Electricals Limited, caused due to stoppage of work without sufficient reason or damage to any equipment or components or any property thereof, due to the negligence and carelessness of the contractor's men, the responsibility shall rest with the contractor. The actual cost of the loss or damage together with the overhead will be recovered from the contractor's bill. The decision of BHEL regarding the cost of loss as well as the extent of cost of damage shall be final and conclusive.

18. **REVERSE AUCTION**

BHEL reserves the right to go for reverse auctioning among the technically qualified bidders who have been sort listed after technical bid evaluation. "BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno commercial evaluation. All bidders to give their acceptance for participation in RA. **Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.**

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue."

**The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid. The envelope sealed price bid of successful L1 bidder in RA shall also be opened after RA and the order will be placed on lower of the two bids.**

**If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid, the bidder will be issued a warning letter to this effect. However, if the bidder repeats again it will be considered as fraud and will invite action by BHEL as per extant**

**guidelines for suspension of business dealings with suppliers/ contractors.**

**TERMS & CONDITIONS OF REVERSE AUCTION**

Against these works at BHEL, Ranipet shop floors may resort to “REVERSE AUCTION PROCEDURE” i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER).

- 1) The philosophy followed for reverse auction shall be English Reverse (No ties) or the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- 2) Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit “online sealed bid” in the Reverse Auction. Non-submission of “online sealed bid” by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
- 3) BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
- 4) In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
- 5) Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
- 6) Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
- 7) In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, GST for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
- 8) Reverse auction will be conducted on scheduled date & time.
- 9) At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
- 10) The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
- 11) In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL’s standard practice.
- 12) Bidders shall be required to read the “Terms and Conditions” section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the “Business Rules of Reverse Auction”, which will be communicated before the Reverse Auction.
- 13) If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
- 14) The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
- 15) In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process. In case of tie for H1 bid (identical online sealed bids), 15 minutes additional time shall be provided and all the participating bidders shall be informed by mail/ message on bidding screen to enable bidders submit revised online sealed bids so as to break the tie.
- 16) BHEL reserves the right to negotiate with the L1 tenderer emerged out of Reverse Auction if the L1 amount is more than the estimated amount.
- 17) For more details, please visit our BHEL website <http://www.bhel.com> (Revision of ‘Guidelines for Reverse Auction’, issued on 26.09.2016.)

**18. Minimum Wages to be paid :**

Description	For Unskilled Worker (Rs.)	For Semi skilled Worker (Fresh ITI) (Rs.)	Skilled Worker ( ITI Holder with 3 years Experience / Diploma Holder / BE Holder) (Rs.)
Basic Pay as on 01.04.2019	7650 pm	7950	8205
Dearness allowance as on 01.04.2019	4574pm	4574	4574
BHEL Adhoc (2000 + 1200 ) per month	3200pm	3700	4,100
<b>Total wage per month</b>	<b>15,424 pm</b>	<b>16,224 pm</b>	<b>16,879 pm</b>

- Payment of Bonus to be ensured as per Bonus act.

**19. Any increase in minimum wages/ statutory requirements , during the contract period , will have to be borne by the contractor.** The statutory requirements like PF, ESI will be applicable for the actual total wage per month inclusive of BHEL adhoc. Bonus amount will be as per bonus act. **Contractor quoted rate shall be inclusive of all the above payments including statutory payments thereon. The contractor has to pay the wages to their workers through worker's Bank account only.**

**20 .** The Contractor shall remain liable for the payment of all wages or other moneys to his work-men or employees under the payment of Wages Act 1936, Employees Liability Act. 1938, Workmen's Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, there under from time to time.

**21.** The filled ESI declaration forms shall be submitted to the Executive of Executing Dept. In the Declaration Form, full address of the contractor shall be mentioned. Whenever a fresh and unregistered worker is engaged during the operation of contract, declaration form in respect of that workman which should be submitted to Human Resources Department within two days of such engagement.

**22.** ESI contributions (1.00% employees' contribution + 3.00% employer contribution of the total monthly wages) before 20<sup>th</sup> day of every following month. Prescribed challans are available at ESI local office, Ranipet (near Sipcot). Contractors who have got their own code number can remit the contributions on that number. Along with the challan copy, the details of remittance shall be submitted to the concerned Executive in the ESI compliance form.

**23.** The contractor should deduct Provident Fund and ESI amount as per the provisions and amount so deducted along with the matching contribution of the contractor shall be remitted to the authorities concerned within the stipulated time. The statement of deduction along with the challans evidencing remittance shall be submitted to Officer-in- charge. If the evidences are not shown, further bills of the contractor will not be paid. BHEL have the right to withhold the payment of his bills. Submission of statutory returns such as Half Yearly returns of ESI (Form 6), P.F. return (Form 12A), Form 5 and Form 10, Form 3A & Form 6A should be send to the concerned officers in time.

**24.** The workers particulars such as Name, Age, Father's name, address, Phone no, etc., and their daily attendance have to be maintained by the contractor. The details of Provident Fund and ESI compliance have to be maintained by the contractor in the prescribed format/register.

**25.** The contractor shall maintain the following Registers and Records and make them available for inspection at any time. (The list is only for example, but not exhaustive).

a) Muster Roll

- b) Register of Wages
- c) Register of Deductions
- d) Register of Overtime
- e) Register of Fine
- f) Register of Advance
- g) Wage slips
- h) Register of Accidents
- i) Register of Leave with Wages
- j) ESI Register in Form-7

All registers are required to be maintained as above and shall be produced as and when Government Officials and Statutory Authorities to make inspection from time to time.

**26.** In case a contract labourer meets with an accident while on duty, the contractor shall immediately intimate the information to Safety Department, Contracting Agency and Human Resources Department and submit the Accident Report duly filled in all respect and send a copy to ESI local office, ESI Dispensary and Inspector of Factories (for major accidents) within 24 hours of accident through Safety and Human Resources Departments. All assistance for the injured workman such as to taking him to ESI Dispensary for treatment must be rendered by the contractor.

**27.** Compliance of the above provisions does not absolve the obligation of contractor arising out of other statutory obligations.

**28.** Contractor should employ only persons having sound health and not above the age of 58 years, and not below the age of 18 years.

**29.** As per employees PF and misc. provisions Act 1952, the employee's contribution payable at present is 12% of wages which shall be recovered by the Contractor from the wages of his workmen and the contractor should pay equal contribution in addition to any administrative charges ( In total :13.00% ) in this behalf that may be decided from time to time. Remittance shall be made on time (i.e. on or before 15<sup>th</sup> of the following month).



**ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER**

01	NAME & ADDRESS OF THE SUPPLIER / VENDOR PHONE NO. WITH STD CODE	PAN NO. <input type="text"/>
02	VENDOR CODE (as in WORK ORDER)	<input type="text"/>
03	Details of Bank Account:	
A)	NAME & ADDRESS OF THE BANK (WITH PIN CODE)	
B)	BANK TELEPHONE NUMBER (WITH STD CODE)	<input type="text"/>
C)	BANK BRANCH CODE:	<input type="text"/>
D)	MICR CODE	<input type="text"/>
E)	ACCOUNT NUMBER	<input type="text"/>
F)	TYPE OF ACCOUNT	CURRENT / OD / CASH CREDIT
G)	VENDOR NAME AS PER BANK RECORDS	
H)	BANK BRANCH RTGS IFSC CODE	<input type="text"/>
I)	BANK BRANCH NEFT IFSC CODE	<input type="text"/>
J)	VENDOR'S EMAIL ID (give two ids)	<input type="text"/> <input type="text"/>
K)	NAME OF AUTHORISED SIGNATORY	

**CERTIFICATE**

I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED, RANIPET by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited, Ranipet. I / we also agree to bear the applicable Bank Charges for the above mode of transfer.

AUTHORISED SIGNATORY OF VENDOR WITH SEAL

**Banker's Certification**

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of \_\_\_\_\_ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:

DATE:

\_\_\_\_\_  
(Manager / Officer's  
Signature Under Bank stamp)  
Authorisation No. \_\_\_\_\_

**Note:** This EFT Form is to be submitted duly filled in manually in all fields and duly signed by Authorised Signatory and certified by Banker.

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**UNPRICE BID**

S.N	Description	Unit	Qty	GST in %		Total
				Matl.	Instl.	Amount
1	Supply, installation & termination of IO points with surface mounting box at user end and termination at jack panel/Switch	Nos.	500	Quote	Quote	Quote
2	Supply and laying of CAT-6A or Higher UTP cable	Mtrs	2000	Quote	Quote	Quote
3	Supply and laying PVC channel or PVC pipe and flexible hose	Mtrs.	300	Quote	Quote	Quote
4	supply and laying of single mode 6 core OFC	Mtrs.	1000	Quote	Quote	Quote
8	supply and laying of single mode 12 core OFC	Mtrs.	1000	Quote	Quote	Quote
6	supply and laying of OM 3/4/5 (6 core)	Mtrs.	300	Quote	Quote	Quote
7	supply and laying of OM 3/4/5 (12 core)	Mtrs.	300	Quote	Quote	Quote
	<b>Cable Dressing</b>					
1	Supply and installation of Jack Panels with 24 Port	Mtrs.	10	Quote	Quote	Quote
2	8 PORT HUB DLINK ,TPLINK	Nos.	2	Quote	Quote	Quote
3	Supply and installation of Jack Panels with 48 Port	Nos.	5	Quote	Quote	Quote
4	Crimping of existing UTP Cable and termination in Jack Panel/Switch with proper ferruling,tagging,numbering etc.	Nos.	500	Quote	Quote	Quote
5	Supply and Installation of Patch Cords 1 M	Nos.	20	Quote	Quote	Quote

S.N	Description	Unit	Qty	GST in %		Total
				Matl.	Instl.	
6	Supply and installation of Patch Cords 2 M	Nos.	20	Quote	Quote	Quote
7	supply and installation of fibre patch cord sc-sc 5 m (SM)	Nos.	15	Quote	Quote	Quote
8	supply and installation of fibre patch cord SC-LC 5 m (SM)	Nos.	20	Quote	Quote	Quote
9	supply and installation of fibre patch cord SC-LC 10 m (SM)	Nos.	5	Quote	Quote	Quote
10	supply and installation of fibre patch cord sc-sc 5 m (MM)	Nos.	15	Quote	Quote	Quote
11	supply and installation of fibre patch cord SC-LC 5 m (MM)	Nos.	15	Quote	Quote	Quote
12	supply and installation of fibre patch cord SC-LC 10 m (MM)	Nos.	5	Quote	Quote	Quote
13	Supply and Installation of 4 U Rack	Nos.	4	Quote	Quote	Quote
14	supply and installation of cable manager 2 inch	Mtrs	30	Quote	Quote	Quote
15	supply and installation of cable manager 3 inch	Mtrs	20	Quote	Quote	Quote
16	supply and installation of wall mount loaded LIU 12 Port (SM)	Nos.	2	Quote	Quote	Quote
17	supply and installation of wall mount loaded LIU 24 Port (SM)	Nos.	2	Quote	Quote	Quote
18	supply and installation of wall mount loaded LIU 48 Port (SM)	Nos.	2	Quote	Quote	Quote
19	supply and installation of wall mount loaded LIU 12 Port (MM)	Nos.	2	Quote	Quote	Quote

S.N	Description	Unit	Qty	GST in %		Total
				Matl.	Instl.	
20	supply and installation of wall mount loaded LIU 24 Port (MM)	Nos.	2	Quote	Quote	Quote
21	supply and installation of wall mount loaded LIU 48 Port (MM)	Nos.	2	Quote	Quote	Quote
22	supply and installation of Rack mount loaded LIU 12 Port (SM)	Nos.	2	Quote	Quote	Quote
23	supply and installation of Rack mount loaded LIU 24 Port (SM)	Nos.	2	Quote	Quote	Quote
24	supply and installation of Rack mount loaded LIU 48 Port (SM)	Nos.	2	Quote	Quote	Quote
25	supply and installation of Rack mount loaded LIU 12 Port (MM)	Nos.	2	Quote	Quote	Quote
26	supply and installation of Rack mount loaded LIU 24 Port (MM)	Nos.	2	Quote	Quote	Quote
27	supply and installation of Rack mount loaded LIU 48 Port (MM)	Nos.	2	Quote	Quote	Quote
28	supply and installation of MM media converter 100/1G mbps	Nos.	4	Quote	Quote	Quote
29	supply and installation of SM media converter 100/1G mbps	Nos.	4	Quote	Quote	Quote
30	supply and laying of HDPE pipe 1 inch	Mtrs.	500	Quote	Quote	Quote
<b>OFC Splicing</b>						
1	No. of OFC Splicing	Nos.	200	Quote	Quote	Quote
2	Supply and splicing of OM3/4/5 Multi Mode Pigtaills	Mtrs.	200	Quote	Quote	Quote

S.N	Description	Unit	Qty	GST in %		Total
				Matl.	Instl.	
3	Supply and splicing of OS1/OS2 Single Mode Pigtaills	Mtrs.	200	Quote	Quote	Quote
4	No. of Enclosure Kit for Underground	Mtrs.	4	Quote	Quote	Quote
<b>Removal of OLD Cable</b>						
1	Charges for removal of old CAT /OFC cables	Mtrs.	500	Quote	Quote	Quote
2	Charges for removal of old PVC channels	Mtrs.	500	Quote	Quote	Quote
3	Charges for removing old IO outlets	Mtrs.	500	Quote	Quote	Quote
4	Charges for refixing PVC Conduit or Casing Cap with all accessories	Mtrs.	200	Quote	Quote	Quote
<b>Charges for Chipping of Wall and Floor</b>						
1	Chipping of Wall and their closing with Standard Procedure	Mtrs.	200	Quote	Quote	Quote
2	Chipping of Floor and their closing with standard procedure	Mtrs.	200	Quote	Quote	Quote
3	Trenching	Mtrs.	500	Quote	Quote	Quote
4	Digging	Mtrs.	500	Quote	Quote	Quote
<b>Total Amount</b>						

**PRICE BID**

S.N	Description Brand	Unit	Qty	% allocation		Total value
				Matl.	Instl.	
1	Supply, installation & termination of IO points with surface mounting box at user end and termination at jack panel/Switch	Nos.	500	86.67%	13.33%	10%
2	Supply and laying of CAT-6A or Higher UTP cable	Mtrs	2000	87.04%	12.96%	6%
3	Supply and laying PVC channel or PVC pipe and flexible hose	Mtrs.	300	78.57%	21.43%	1%
4	supply and laying of single mode 6 core	Mtrs.	1000	77.14%	22.86%	3%
8	supply and laying of single mode 12 core	Mtrs.	1000	83.78%	16.22%	4%
6	supply and laying of OM 3/4/5 (6 core)	Mtrs.	300	91.42%	8.58%	2%
7	supply and laying of OM 3/ 4/5 (12 core)	Mtrs.	300	94.35%	5.65%	3%
<b>Cable Dressing</b>						
1	Supply and Installation of Jack Panels with 24 Port	Mtrs.	10	88.80%	11.20%	3%
2	8 PORT HUB DLINK ,TPLINK	Nos.	2	93.62%	6.38%	0%
3	Supply and Installation of Jack Panels with 48 Port	Nos.	5	91.07%	8.93%	4%
4	Crimping of existing UTP Cable and termination in Jack Panel/Switch with proper ferruling,tagging,numbering etc.	Nos.	500	0.00%	100.00%	2%
5	Supply and Installation of Patch Cords 1 M	Nos.	20	100.00%	0.00%	0%

6	Supply and Installation of Patch Cords 2 M	Nos.	20	100.00%	0.00%	0%
7	supply and installation of fibre patch cord sc-sc 5 m (SM)	Nos.	15	100.00%	0.00%	1%
8	supply and installation of fibre patch cord SC-LC 5 m (SM)	Nos.	20	100.00%	0.00%	2%
9	supply and installation of fibre patch cord SC-LC 10 m (SM)	Nos.	5	100.00%	0.00%	1%
10	supply and installation of fibre patch cord sc-sc 5 m (MM)	Nos.	15	100.00%	0.00%	1%
11	supply and installation of fibre patch cord SC-LC 5 m (MM)	Nos.	15	100.00%	0.00%	1%
12	supply and installation of fibre patch cord SC-LC 10 m (MM)	Nos.	5	100.00%	0.00%	1%
13	Supply and Installation of 4 U Rack	Nos.	4	88.64%	11.36%	0%
14	supply and instatllation of cable manager 2 inch	Mtrs	30	100.00%	0.00%	0%
15	supply and instatllation of cable manager 3 inch	Mtrs	20	100.00%	0.00%	0%
16	supply and instalation of wall mount loaded LIU 12 Port (SM)	Nos.	2	93.56%	6.44%	1%
17	supply and instalation of wall mount loaded LIU 24 Port (SM)	Nos.	2	94.25%	5.75%	2%
18	supply and instalation of wall mount loaded LIU 48 Port (SM)	Nos.	2	94.32%	5.68%	3%
19	supply and instalation of wall mount loaded LIU 12 Port (MM)	Nos.	2	93.74%	6.26%	1%
20	supply and instalation of wall mount loaded LIU 24 Port (MM)	Nos.	2	94.10%	5.90%	2%
21	supply and instalation of wall mount loaded LIU 48 Port (MM)	Nos.	2	94.16%	5.84%	3%
22	supply and instalation of Rack mount loaded LIU 12 Port (SM)	Nos.	2	93.57%	6.43%	1%
23	supply and instalation of Rack mount loaded LIU 24 Port (SM)	Nos.	2	94.08%	5.92%	2%
24	supply and instalation of Rack mount loaded LIU 48 Port (SM)	Nos.	2	94.16%	5.84%	3%
25	supply and instalation of Rack mount loaded LIU 12 Port (MM)	Nos.	2	92.75%	7.25%	1%

26	supply and instalation of Rack mount loaded LIU 24 Port (MM)	Nos.	2	94.08%	5.92%	2%
27	supply and instalation of Rack mount loaded LIU 48 Port (MM)	Nos.	2	94.16%	5.84%	3%
28	supply and instalation of MM midia converter 100/1G mbps	Nos.	4	88.52%	11.48%	1%
29	supply and instalation of SM midia converter 100/1G mbps	Nos.	4	88.40%	11.60%	1%
30	supply and laying of HDPE pipe 1 inch	Mtrs.	500	80.19%	19.81%	2%
<b>OFC Splicing</b>						0%
1	No. of OFC Splicing	Nos.	200	0.00%	100.00%	2%
2	Supply and splicing of OM3/4/5 Multi Mode Pigtails	Mtrs.	200	69.79%	30.21%	5%
3	Supply and splicing of OS1/OS2 Single Mode Pigtails	Mtrs.	200	65.72%	34.28%	5%
4	No. of Enclosure Kit for Underground	Mtrs.	4	86.24%	13.76%	1%
<b>Removal of OLD Cable</b>						0%
1	Charges for removal of old CAT /OFC cables	Mtrs.	500	0.00%	100.00%	0%
2	Charges for removal of old PVC channels	Mtrs.	500	0.00%	100.00%	0%
3	Charges for removing old IO outlets	Mtrs.	500	0.00%	100.00%	0%
4	Charges for refixing PVC Conduit or Casing Cap with all accessories	Mtrs.	200	0.00%	100.00%	0%
<b>Changes for Chipping of Wall and Floor</b>						0%
1	Chipping of Wall and their closing with Standard Procedure	Mtrs.	200	0.00%	100.00%	2%
2	Chipping of Floor and their closing with standard procedure	Mtrs.	200	0.00%	100.00%	2%
3	Tranching	Mtrs.	500	0.00%	100.00%	7%
4	Digging	Mtrs.	500	0.00%	100.00%	5%
<b>Total Amount without GST</b>						<b>100%</b>

**Total value for contract for 2 years = Total amount with GST +GST amount**

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(Amount in Rupees for One year including GST in Words \_\_\_\_\_  
\_\_\_\_\_ only)

**NOTE:**

- 1. If GST is applicable, then the rate of GST shall be clearly indicated. The GST amount paid by the contractor shall be fully reimbursed by BHEL.**
- 2. If not specified in the tender separately, the rates quoted will be treated as inclusive of GST.**

**The above rates are quoted after having fully read and understood the enquiry terms and conditions.**



